



County of San Bernardino

F A S

STANDARD CONTRACT

FIRST AMENDMENT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input type="checkbox"/> Change <input checked="" type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number 02-726 A-1	
County Department Real Estate Services Department			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative David H. Slaughter, Director			Telephone 387-7813		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
Fund AAA	Dept. RNT	Organization RNT	Appr. 200	Obj/Rev Source 2905	GRC/PROJ/JOB No. N31559	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name SAN BERNARDINO - Public Defender - 398 W. 4th Street			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name Christian Singletary & RuAnn Singletary hereinafter called LANDLORD
Address 600 Central Avenue, Suite 81
Riverside, CA 92507
Telephone (909) 684-5883 Federal ID No. or Social Security No. _____

WHEREAS, the COUNTY and LANDLORD have previously entered into a Rental Agreement, Contract No. 02-726 , wherein LANDLORD agreed to rent certain real property to the COUNTY; and

WHEREAS, the Rental Agreement is a month-to-month agreement; and

WHEREAS, the parties mutually desire to terminate Rental Agreement, Contract No. 02-726.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Rental Agreement, Contract No. 02-726, is amended as follows:

1. The parties agree that Rental Agreement, Contract No. 02-726 will terminate as of June 30, 2003. Each party agrees that as of the date of this amendment there are no outstanding payments due to either party and the premises are in good condition. The parties hereto further agree that any claim either party may have against the other party (except for taxes, if any) arising out of Contract No. 02-726 shall not survive this termination. The parties to this Agreement, notwithstanding the application of Section 1542 of the California Civil Code, which provides:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must materially effected his or her settlement with the debtor.”

expressly waive and relinquish all rights and benefits afforded them by said Section 1542 and any and all similar laws of any State or territory of the United States.

2. COUNTY and LANDLORD agree, notwithstanding their mutual release and discharge as to claims, losses or liabilities arising out of the Agreement against each other, any such claims, losses or liabilities to any third party arising out of the Agreement are not released and that the LANDLORD's duty in the Agreement to indemnify, defend and hold the COUNTY harmless from such claims, losses and liabilities survives the termination of the Agreement.

3. All other provisions and terms of the Rental Agreement, Contract No. 02-726, shall remain the same and are hereby incorporated by reference.

END OF FIRST AMENDMENT.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Christian Singletary & RuAnn Singletary, Husband & Wife
(Print or type name of corporation, company, contractor, etc.)

By: ►
(Christian Singletary - sign in blue ink)

By: _____
(RuAnn Singletary - sign in blue ink)

Title: Owners
(Print or Type)

Dated: _____

Address: 600 Central Avenue, Suite 81
Riverside, CA 92507

Approved as to Legal Form

►
Rex A. Hinesley, Chief Deputy County Counsel

Date June 26, 2003

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

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<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By